



222 East Main Street  
Norfolk, VA 23510

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## RESIDENTIAL PARKING AGREEMENT

\_\_\_\_ New \_\_\_\_ Addition \_\_\_\_ Cancellation \_\_\_\_ Renewal

### FOR OFFICE USE ONLY

Acct. No. RES

Pass No. \_\_\_\_\_

Name of Renter/ Responsible Party \_\_\_\_\_

Residential Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Daytime Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

Garage \_\_\_\_\_ No. of Spaces \_\_\_\_\_ Monthly Rate Per Space \_\_\_\_\_ Effective Date \_\_\_\_\_

1. Garage parking spaces are available for rent by residents of the Central Business District of Norfolk allowing use of said garage 24/7. One space per residence is permitted, pending availability. The monthly rate for rental of garage parking spaces is due and payable on the first (1<sup>st</sup>) day of each month in advance of parking in the garage. If the monthly rental charge is not paid when due, electronic garage access devices will be deactivated. No deductions or allowance from the monthly parking rate will be made for days the renter/responsible party does not use the garage parking space. Renter/responsible party by entering into this rental agreement agrees that rental fees and charges shall continue to accrue for parking space(s) until actual written notice of relinquishment is received by the City of Norfolk and that neither possession of an electronic garage access device nor a decal shall determine actual usage by renter/responsible party.
2. The residential parking identification hangtag (one per space rented) supplied by the Division of Parking must be displayed from the rearview mirror on every vehicle at all times while in the parking location. Prevailing daily parking rates will be charged when the sticker is not so displayed on the vehicle.
3. The City of Norfolk assumes no responsibility for vehicles left beyond the contracted hours or for the contents thereof.
4. It is agreed that the renter/responsible parties will not leave articles of personal property of any value whatsoever in the vehicle (including but not limited to cell phone, tape/CD player, whether installed or not), and the renter/responsible party specifically agrees not to hold the City of Norfolk responsible for any damage resulting from the loss, theft or damage to articles of personal property left in the vehicles in violation of this agreement.
5. Parking location managers, cashiers, attendants and enforcement officials are not authorized to make or allow any exceptions or changes to this agreement.
6. The City of Norfolk assumes no liability for theft, collision, fire or damage in any case, except through its own negligence, nor for damage or injuries occasioned by faulty brakes; renter/responsible party's failure to set brakes properly or for improper vehicle maintenance by renter/responsible party.
7. In case of damage, renter/responsible party must report the incident/damage to a Parking Supervisor or Roving Patrol

- Officer to demand repairs, and upon demand, the City Attorney's office will investigate and determine City's liability. Failure to file an Incident Report shall constitute a waiver by renter/responsible party of its, his or her right to charge to the City of Norfolk for cost repairs.
8. In no case shall liability include anything for loss of use of a vehicle. Any damage or loss occurring while the vehicle is in the parking location must be reported before the vehicle is taken from the parking location and renter/responsible party hereby releases the City of Norfolk from liability or responsibility in connection with any damage or loss not so reported.
  9. Renter/responsible party's parking arrangement calls for self-parking, thereby retaining possession of the keys. Renter/responsible party agrees to assume all responsibility for vehicle damage or theft thereof, and loss or theft of contents thereof, and renter/responsible party hereby releases the City of Norfolk, its agents, servants and employees from all liability and responsibility in connection therewith.
  10. This agreement may be terminated by either party in writing upon thirty (30) days written notice or as dictated in conjunction with lease terms.
  11. If more than one (1) residential automobile parking space is rented by a renter/responsible party, this agreement shall apply to all such automobile parking spaces rented by a renter/responsible party, and renter/responsible party agrees, that all of the terms and conditions of this agreement shall be binding upon renter/responsible party and all persons, firms, entities and others using said automobile parking spaces with renter/responsible party's permission.
  12. A charge of \$35 will be made for each returned check. The City of Norfolk reserves the right to increase these charges as approved by City authorities.
  13. A charge of \$5 will be made for replacement of all lost, stolen or damaged electronic proximity cards and/or hangtags. A charge of \$15 will be made for replacement of all lost, stolen or damaged electronic garage wands. The City of Norfolk reserves the right to increase these charges as approved by City authorities.
  14. The City of Norfolk reserves the right to assess late fees, activation and reactivation fees as approved by City authorities.

Renter/responsible party acknowledges that he, she or it has read and understands the above Residential Parking Agreement and agrees to and accepts all the terms and conditions thereof. It is agreed that a vehicle registration and lease will be rendered at each 6-month renewal to verify residency.

Name of Renter / Responsible Party \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# **Residential Parking Policies and Procedures**

## **Central Business District**

The central business district is hereby defined as that area lying and being in downtown Norfolk which is south of Brambleton Avenue, west of St. Paul's Boulevard, east of Duke Street and north of the Elizabeth River.

## **Discount Parking for Residents of the Central Business District**

- a. Subject to the rules, regulations and procedures promulgated, established or ratified by the City Manager, the Director of Finance and Business Services shall establish a discount parking program for residents of and visitors to the central business district.
- b. Residents of the central business district may apply to lease parking spaces in garages on a monthly basis. Subject to the availability of said spaces and subject to verification of their status as residents, said individuals may lease parking spaces on a month-to-month basis at fifty (50) percent discount from the unlimited monthly charge.
- c. The director or his designee shall verify the status of individuals seeking to lease parking spaces as residents of the central business district. Vehicle registration confirming central business district address and Norfolk garage jurisdiction, along with a lease agreement or mortgage document are required for proof of residency.
- d. Effective November 1, 2005, the City of Norfolk will no longer offer on-street residential parking permits for metered parking.

## **Discount Parking for Visitors to the central business district**

Residents of the central business district may apply for passes for visitor parking on weekends. For purposes of this section, a "weekend" is defined as the period of time from 6:00 p.m. on Friday until 6:00 a.m. on the following Monday. Any resident seeking to purchase a visitor's pass shall present evidence of his status as a resident. Vehicle registration verifying central business district address and Norfolk garage jurisdiction, along with a lease agreement or mortgage document are required for proof of residency. A visitor's pass shall state on its face the dates and times for which it is issued. The fee for such pass shall be four dollars (\$4.00) for each twenty-four-hour period or portion thereof; provided, however, that a visitors' pass for an entire weekend, as hereinabove defined may be issued for nine dollars (\$9.00).